

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 05-048**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**MANAGEMENT OF
PERSHING MUNICIPAL AUDITORIUM**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **May 4, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION FOR MANAGEMENT OF PERSHING MUNICIPAL AUDITORIUM

1. PURPOSE

- 1.1 The City of Lincoln Nebraska, hereinafter called the "City," is accepting proposals from management firms whose main functions is the management and operation of public assembly facilities, to manage its municipally-owned Auditorium to include its booking, promotion, marketing, box office operation, building maintenance, concessions and other services customarily provided under such management agreements, for a four (4) year period which shall commence when adopted by the City Council with option to renew for an additional four-year period with council approval.
- 1.2 All such proposals received from responsive and responsible offerors will be evaluated in accordance with Section 4 herein.

2. GOALS AND OBJECTIVES

- 2.1 To maximize the utilization of the facility and its revenue-generating capacity while minimizing the net cost to the City.
- 2.2 With the understanding that all events held do not necessarily derive a direct profit for the facility, to book a mix of events which provide broader economic benefits to the City, and which by their nature involve all segments of the community.
- 2.3 To provide a broad array of cultural, educational, entertainment, sporting, and other activities and events to meet the demands of the local population.
- 2.4 To stimulate the economy of the City of Lincoln specifically within its geographic boundaries.
- 2.5 To protect the City's capital investment in the facility through exercise of a high standard of maintenance.
- 2.6 To involve, as much as practical, the local community in the employment and business opportunities which result as a direct or indirect consequence of the operations.
- 2.7 To the extent possible, provide exhibition and meeting facilities and opportunities for groups and organizations from both inside and outside the Lincoln community.
- 2.8 This role encompasses significant responsibilities for comprehensive facility operation(s), sales/marketing and events management, tourism operations, community relations, community programing, fostering and maintaining inter-governmental cooperation, and fiscal and human resource planning and management.
- 2.9 Work is to be performed with a high degree of judgement and discretion under the general direction of the City's Finance Director and the oversight of the Pershing Advisory Board.

3. INSTRUCTIONS AND CONDITIONS FOR PROPOSAL SUBMISSIONS

- 3.1 Inquires- No interpretation of the meaning of this Request for Proposal will be made to any offeror orally.
- 3.2 Every request for such interpretation must be in writing and must be received not later than April 8, 2005 and addressed to:
 - Mr Vince M. Mejer
 - City/County Purchasing
 - K-Street Complex, Suite 200
 - 440 South 8th Street
 - Lincoln, Nebraska 68508
- 3.2.1 All Questions will be answered via addenda in a questions and answer format.
- 3.3 Informational Conference
 - 3.3.1 An informational pre-proposal conference will be held **Friday, March 25, 2005** to discuss, openly, all questions.

- 3.3.2 The conference will be held at **2:00 p.m.**, Lincoln time, at,
Pershing Municipal Auditorium
226 Centennial Mall South, Room #120
Lincoln, Nebraska 68508
- 3.3.3 Respondents are highly advised to make an on-site visit to Pershing Municipal Auditorium prior to submitting a proposal in response to this RFP.
 - 3.3.3.1 Failure to attend may have your firm at a disadvantage.
- 3.3.4 Prospective Firms are welcome to visit at any time, however, staff will not be able to answer any questions except at the informational pre-proposal meeting.
- 3.3.5 Discussions with anyone other than those listed in this proposal is prohibited.
- 3.4 Respondent Supplied Materials
 - 3.4.1 Any material submitted in response to this proposal by an offeror shall become the property of the City of Lincoln.
 - 3.4.2 Information supplied will be confidential as it applies to laws regulating the disclosure of public records.
- 3.5 Multiple Proposal
 - 3.5.1 Any major variations or alternatives to the primary proposal should be presented as an alternate proposal.
 - 3.5.2 Such proposals should follow the same instruction and format as the primary proposal but need include only information which differs from the primary proposal.
- 3.6 Rejection of Proposal
 - 3.6.1 The City reserves the right to reject any and all proposals submitted in response to this RFP, or to cancel, in part or in its entirety, this request, if it is in the best interest of the City to do so.
- 3.7 Affirmative Action
 - 3.7.1 The successful proposer will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16)
 - 3.7.2 The contractor to whom the contract is awarded shall submit a complete Affirmative Action Program in writing to the City.
 - 3.7.3 This program must be approved by the City's Equal Opportunity Officer.
 - 3.7.4 Delays in submitting an acceptable Affirmative Action Program will not be considered as reasons for extension of the contract.
- 3.8 Required Copies for Submission
 - 3.8.1 The original and seven (7) copies of each proposal should be submitted.
 - 3.8.2 All proposals must be properly sealed and labeled (on the outside of sealed container) to show the following:
 - Pershing Auditorium 05-048
 - Name of Offeror
 - Address of Offeror
 - 3.8.3 Address for Submission - Proposal responses must be submitted to:
City/County Purchasing
Attn: Mr. Vince Mejer
Purchasing Agent
K-Street Complex, Suite 200
440 South 8th Street, Southwest Wing
Lincoln, Nebraska 68508
- 3.9 The City reserves the right to require any additional information it may deem appropriate.
- 3.10 The City has the right to waive any irregularities in the proposal.
- 3.11 The proposal will be open for acceptance by the City and will be irrevocable for a period of one hundred and twenty (120) calendar days from the submission date.
- 3.12 All proposals will become the property of the City and all not be returned.
- 3.13 The City, at its discretion, may also use any non-propriety information contained therein.
- 3.14 The City will not be responsible for the payment of any expenses incurred as a result of responding to the proposal including any subsequent pre-contractual interview.

- 3.15 The applicant selected will be required to submit a cover letter indicating the firm's intention to participate in good faith in subsequent contract negotiations.

4. EVALUATION AND SELECTION

- 4.1 **Opening of Proposals**– At the designated time and place, the City Purchasing Agent will open and record the names of the firms submitting proposals for record.
- 4.2 **Evaluation of Proposals**– An evaluation committee as appointed by the Mayor will select two or more proposals, based on evaluation criteria, and interview the offerors.
- 4.2.1 At the conclusion of discussions/interviews, the evaluation committee will select, in order of preference, those offerors whose proposals are deemed most qualified
- 4.2.2 Negotiations will be conducted with the offeror ranked first (highest).
- 4.2.3 If a contract cannot be negotiated with the offeror ranked first, then negotiations shall be conducted with the offeror ranked second, and so on until a contract has been negotiated or all proposals are rejected.
- 4.3 **Evaluation Criteria**– Proposals will be evaluated based on the following criteria:
- 4.3.1 Plan for maximizing use of the facility and minimizing cost to the City
- 4.3.2 In-house promotions and booking capability
- 4.3.3 How fully the proposal meets all requirements as stated in the RFP
- 4.3.4 Financial Plan- How fully stated the plan both meets the fiscal requirements as stated in the RFP, and the goals and objectives of City, particularly as they pertain to economic benefit for the City.
- 4.3.5 Professional experience and performance of the firm.
- 4.3.6 Professional qualifications of the firm.
- 4.3.7 The firm's prior history of operation within the region.
- 4.3.8 Financial stability of the company making the offer.
- 4.3.9 Transition Plan, City to Private.
- 4.3.10 The financial information system proposed

5. PROPOSAL REQUIREMENTS

All proposals must address the following in specific detail:

- 5.1 How the private management company proposes to cause the Auditorium to more fully realize its revenue potential (other than through rate and fee increases).
- 5.2 The company's philosophy and/or concept of operation of municipally-owned facilities in a market the size of Lincoln.
- 5.3 Each firm submitting proposals shall include a plan for staffing.
- 5.3.1 Such a plan shall at a minimum address:
- 5.3.1.1 An organization chart showing proposed employees and their respective relationship to the operation.
- 5.3.1.2 The number of employees required to perform functions necessary for facility operation.
- 5.3.1.3 The function of each of the proposed employees.
- 5.3.1.4 The qualifications sought for each of the employees.
- 5.3.1.5 Other terms and/or conditions relating to employees.
- 5.3.2 No employee shall be assigned full or part-time to another facility without written authorization from the City and reimbursement to the City for time away from the building.
- 5.3.2.1 The City shall only pay for time spent on City contract.
- 5.4 A detailed line item budget covering one full year of operation.
- 5.4.1 The budget shall anticipate all projected revenue, by specific source, as well as expenditures.
- 5.5 A specific proposal for the compensation to be paid for the services which are to be rendered by the operator, which proposal shall include a plan for budgeting and for funding the operation and structuring the management fee so as to pursue the overall goals and objectives of maximizing uses and economic benefits of the facility and minimizing cost to the City.

- 5.5.1 Such a plan should relate to the mechanics of the process, i.e., what funds are to be transferred on what occasions, basis for fee increments, operating cash requirements, how cash flow is to be managed, discounts and advertising fees, trade-outs, and handling thereof.
- 5.6 A detailed summary of qualifications and experience of the offeror in the management of public assembly facilities.
- 5.7 A list of references for all clients, current and past, their address, phone number and a contact person for whom similar management services have been provided.
- 5.8 A certified financial statement and/or documents which provide evidence of the offeror's fiscal stability and responsibility.
 - 5.8.1 A separate statement must be provided which addresses that section or division of the offeror's company which is proposed to provide services under a resulting contract.
 - 5.8.2 The City reserves the right to request additional financial information from the applicant as it may deem appropriate.
- 5.9 A description of the system which generates the financial information to be reported to the City as representing results of operations.
- 5.10 A narrative delineating the offeror's ability to perform in the following areas as they relate to facility management.
 - Administration
 - Event Production
 - Operations
 - Financial Management
 - Security
 - Crowd Management
 - Bookings and Promotion
- 5.11 A description of any special resources skills, or services which the company possesses which are not addressed as part of the RFP and will be available as part of a management agreement.
 - 5.11.1 Should additional compensation or fees be required to obtain these special resources, skills, or services, so indicate.

6. GENERAL PROVISIONS - TERMS AND CONDITIONS

6.1 Definitions

- 6.1.1 Operator - the company chosen to manage and operate Pershing Municipal Auditorium.
- 6.1.2 The City's representative for this contract shall be the Finance Director.
- 6.1.3 Pershing Auditorium Advisory Committee - shall be the body appointed by the Mayor and City Council to generally act in an advisory capacity to the Mayor and City Council in such a way as to insure the successful operation of the Auditorium.
- 6.1.4 Offeror shall be the entities or individuals submitting proposal(s) in response to this RFP.
- 6.1.5 Responsible Offeror - a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance.
- 6.1.6 Responsive Offeror - a person who has submitted a proposal which conforms in all material respects to the Request for the Proposal.
- 6.1.7 Auditorium - to include the arena, office area, ticket office, lobby, exhibition hall, all related equipment and grounds bordered by "M" and "N" South Centennial Mall and 16th street or subsequent location as may be developed by the City or in conjunction with the City

6.2 General

- 6.2.1 The management agreement shall be for the provision of management services, labor, material necessary for the operation, supervision management, and general building maintenance of Pershing Auditorium.

- 6.2.2 The Operator shall have authority over the operation of Pershing Auditorium and shall be subject to any policies and guidelines established by the City.
 - 6.2.2.1 The policies and guidelines shall be consistent with the purpose and goals of the facility and shall not unreasonably impede or impair the ability of the Operator to effectively and soundly manage Pershing Auditorium.
- 6.2.3 No business of any type other than that described in the resulting contract will be permitted in the facility without prior written consent of the City.
 - 6.2.3.1 This restriction includes but is not limited to any of the Operator's subsidiary companies or parent companies.
- 6.2.4 The City will reimburse for travel to conferences which directly impact Pershing.
 - 6.2.4.1 No travel expenses will be paid by the City for Company management or organizational meetings.
- 6.3 **Records and Accounts**
 - 6.3.1 Appropriate, accurate and complete financial records shall be maintained by the Operator in accordance with sound accounting and business practices.
 - 6.3.1.1 Such books and records shall delineate all activities and operations of the facility and shall be subject to inspection and approval of the City and its representatives.
 - 6.3.2 The Operator shall establish a separate commercial bank account or accounts in the City of Lincoln, NE, diverse from any other accounts which it may have, which shall be involved in any resulting contract.
 - 6.3.2.1 The Operator shall provide, and keep in force at all times, a written authorization to the depository bank(s) for the City to obtain information and records from the bank concerning any and all accounts and to inspect the same.
 - 6.3.3 The Operator, at intervals and in methods to be agreed upon by the City and the Operator or required by the City Auditor, shall provide detailed reports and records relating to all revenues and expenditures resulting from the management and operation of the Auditorium.
 - 6.3.4 At the end of each year of operation, the Operator shall submit to the City a report on compliance with contractual provisions and financial activities resulting from this contract.
 - 6.3.4.1 Such report shall be certified in accordance with generally accepted auditing standards by an independent Certified Public Accountant, satisfactory to the City, and mailed in time to reach the City not later than October 31st of each year.
 - 6.3.4.2 Each year's operations shall cover the period from September 1 through August 31.
 - 6.3.5 The City reserves the right to and may request additional financial or statistical reports with respect to the Auditorium, its management and operation, and the Operator agrees to promptly provide such reports.
 - 6.3.5.1 Such request will be reasonable with respect to timing and repetition.
- 6.4 **Budgeting**
 - 6.4.1 The Operator shall submit to the City each year during the term of its agreement a detailed operating budget by March 1st of each year in the format and schedule specified by the City.
 - 6.4.2 The Operator shall have the right to seek additional sums beyond those provided for in the annual budget and the contract for extraordinary expenses.
 - 6.4.2.1 Should such request become necessary, the Operator shall receive such additional funds only if written approval for advancement of the same is given by the City.
 - 6.4.2.2 Such request shall be made prior to any expenditure.
 - 6.4.3 The Operator may submit written request to obtain funding for capital improvement projects on the date and in the format prescribed by the City.

- 6.4.4 For the first year under the term of the agreement, the Operator together with the City shall review the existing contract and, depending on timing of the execution of the agreement and on the proposed or approved budget for the Auditorium, shall mutually agree on certain adjustments which may be necessary within the authorized funding level.
- 6.5 **Miscellaneous**
- 6.5.1 Rights and privileges granted by a management contract shall not be assigned or transferred in any manner whatsoever without written approval of the City.
- 6.5.2 At all times during the term of the contract the Operator shall act as an independent contractor and at no time shall the Operator be considered an agent or partner of the City.
- 6.5.2.1 Action or agreements of the Operator shall not be binding on the City of Lincoln, NE.
- 6.5.3 The contents of the Request for Proposal and the proposal submitted by the Operator shall become an addendum to and a part of any contract or agreement signed by the Operator and the City, except where specifically modified by the terms and conditions of a resulting contract or agreement.
- 6.5.3.1 Failure to meet these obligations may result in cancellation of the contract and/or monetary penalties.
- 6.5.4 The Operator shall obtain and pay for all Permits, Licenses, Federal, State and Local taxes chargeable to its operation as an independent management company.
- 6.5.5 Changes or additions to the facility, fixtures or equipment may be made by the operator only with the written approval of the City.
- 6.5.5.1 The City reserves the right to make any changes, modifications, or additions it may feel necessary or in the City's best interest.
- 6.5.5.2 Any changes, additions or modifications proposed or made by the Operator shall be of a design and/or decor compatible with the existing design and/or decor of the facility.
- 6.5.5.3 Detailed drawings of proposed alterations, changes, additions or modifications must be submitted and approved, in writing, prior to any action being undertaken.
- 6.5.6 The City reserves the right to authorize all promotional and advertising materials within the facility.
- 6.5.6.1 Percentages of discounts, trade outs, and fees shall be shown on monthly and yearly reports.
- 6.5.7 The Operator shall be responsible for the purchase of all non-capital, event-related and ordinary maintenance supplies and equipment.
- 6.5.8 The Operator may negotiate and enter into service contracts which are reasonably necessary and required in the ordinary course of business in operating the Auditorium.
- 6.5.9 The Operator may not enter into contracts or agreements which extend beyond the term of the City's agreement with the Operator, nor any contract which may obligate the City without the prior written consent of the City.
- 6.5.10 The Operator shall promptly turn over to the City any parts, fixtures, equipment or other assets taken out of service in accordance with the City's established surplus property regulations.
- 6.5.11 The Operator shall abide by or honor any and all existing contractual commitments or agreements of the City to include scheduled performances at the rates of payment or rental established by the agreement unless through written consent of the City such agreements are modified.
- 6.5.12 No contracts relating to the facility may be entered into between the Operator and any or its subsidiary, related, sister or parent corporations, or entities, except upon prior written approval of the City.
- 6.5.13 With the approval of the City and as certain agreements may allow, the City may assign certain agreements to the Operator.

- 6.5.13.1 In such cases, with prior written approval of the City, various terms and conditions of such agreements may be modified when in the best interest of the City.
- 6.5.14 Authorized City representatives shall have the right of access to all portions of the Auditorium during normal business hours or by an appointment.
- 6.5.15 The Operator shall not enter into any similar agreement for the management of any public assembly facility within a seventy five (75) mile radius of Lincoln, NE unless the agreement is with the City or such an agreement receives the prior written consent of the City.
- 6.5.16 It is understood and agreed between the parties to any agreement resulting from this RFP that the City shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purposes of this agreement.
 - 6.5.16.1 It is further understood and agreed between the parties to any agreement resulting from this RFP that the City shall not be obligated to purchase or pay for commodities, supplies, equipment or services covered by this agreement unless and until they are ordered, delivered or performed by the City.
- 6.5.17 It is understood and agreed that, in the event a contract is awarded for the supplies, equipment, or services included in this RFP, that no indications of such sales or services to the City of Lincoln, NE will be used in any way in product literature or advertising without written authorization of the City.
- 6.5.18 The City is interested only in the results obtained from the agreement and the Contractor shall perform as an independent contractor with the sole control of the manner and means of performing the requirements of the agreement.
 - 6.5.18.1 The Contractor shall complete this agreement according to its own means and methods of work, which shall be in the exclusive charge and control of the Contractor which shall not be subject to control or supervision by the City except as to the results of the work.
 - 6.5.18.2 Contractor, for all purposes arising out of this agreement, shall be independent contractor, and it shall not be deemed an employee of the City.
 - 6.5.18.3 It is expressly understood and agreed that neither the Contractor nor any of its agents and employees shall be entitled to any benefits to which City employees are entitled including, but not limited to , overtime, any retirement benefits, Worker's Compensation benefits, and injury leave or other benefits.
- 6.6 **Bonds**
 - 6.6.1 The Operator will secure and maintain, and furnish to the City, a Blanket Fiduciary Performance Bond written by a responsible surety company qualified and licenced to do business in the State of Nebraska and acceptable to the City, for each employee of the Operator who many handle money and valid tickets in the course of such employee's employment at the facility to include full time and part time employees.
 - 6.6.1.1 The Bond shall run in favor of the Operator and the City as their interest may apply.
 - 6.6.1.2 The Bond shall be approved by the City and shall be kept in force and effect until formally released by the City.

7. ADDITIONAL REQUIREMENTS

- 7.1 The successful firm will be required within fourteen (14) days after receiving written notice to execute an agreement with the City of Lincoln for the provision of management services.
- 7.2 The Contractor, where applicable, shall be required to pay to the Unemployment Compensation Fund of the State of Nebraska under the provisions of the Nebraska Employment Security Law Neb. Rev. Stat. 48-601 et seq. (Reissue 1998, as amended) on wages paid to individuals employed in the performance of the contract.
- 7.3 The successful firm must maintain fair labor standards in the performance of the contract, as required by the statues of the State of Nebraska.

- 7.4 Living Wage – The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code.
7.4.1 This wage is subject to change up or down every July.

8. RIGHT OF THE CITY TO TERMINATE THE CONTRACT

- 8.1 The City may terminate the contract upon written notice to the Operator and his surety if:
8.1.1 The Operator violates the terms of the contract and the violations are not corrected within fourteen (14) calendar days
8.1.2 The Operator abandons the work to be performed under the contract.
8.1.3 The Operator is adjudged bankrupt.
8.1.4 The Operator makes an assignment for the benefit of his creditors.
8.2 Upon notice of termination, the City may have the right to take over and perform the contract.
8.2.1 In providing these services, the City may take over materials, equipment and vehicles in possession of the Operator.
8.2.2 The Operator, by signing the contract, will give the City right to use the above mentioned articles to execute the required services.

9. TIME LINE

- | | | |
|------|--|------------------------------|
| 9.1 | RFP Published and out to possible proposer's | March 9, 2005 |
| 9.2 | Informational meeting | March 25, 2005 |
| 9.3 | Question deadline | April 8, 2005 |
| 9.4 | Proposals due in Purchasing | May 4, 2005 |
| 9.5 | Proposal review and short list | May 12, 2005 |
| 9.6 | Interviews with short listed firms | May 25, 2005 |
| 9.7 | Selection of Firm | May 30, 2005 |
| 9.8 | Negotiations | June 1, 2005 - June 10, 2005 |
| 9.9 | City Council briefing | June 20, 2005 |
| 9.10 | City Council First Reading | June 27, 2005 |
| 9.11 | City Council Second reading and public hearing | July 11, 2005 |
| 9.12 | City Council third and final reading | July 18, 2005 |
| 9.13 | Transition period if needed | July 18 - August 31, 2005 |
| 9.14 | New firm takes over | September 1, 2005 |

10. RECENT PLANNING STUDIES

- 10.1 The City in conjunction with others is currently involved in drafting a Downtown Master Plan that will help guide the development of downtown Lincoln for the next 20 years.
10.2 As part of this plan there has been discussions pertaining to a new convention center and arena.
10.3 Should a new convention center and/or an arena be built during the term of this contract, the City reserves the right to cancel this contract and to negotiate a new one or to solicit new proposals.

11. ATTACHMENTS

- 11.1 Summary balance sheets last three years.
11.2 Summary Financial Statements for last three years.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. **Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

- (2) The required Commercial General Liability Insurance shall also include the following:
- Coverage for all premises and operations
 - Endorsement to provide the general aggregate per project endorsement
 - Personal and advertising injury included
 - Operations by independent contractors included
 - Contractual liability coverage included
 - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
 - Any fellow employee exclusions shall be deleted
 - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
 - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
 - Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.
- (3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- (4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. Umbrella or Excess Insurance. The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

G. City included as Insured on Contractor's Policy – Endorsements required.

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis in every event, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
- (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.
- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. **CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. **NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. **PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.
- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for false work, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

Pershing Center

Summary Balance Sheet

August 31, 2004

	Current Year	Prior Year
ASSETS		
Cash on Hand	15,500	6,500
Cash in bank	<u>202,380</u>	<u>447,927</u>
Total Cash	217,880	454,427
Accounts Receivable - Trade	114,480	8,222
Accounts Receivable - TicketMaster	15,605	5,283
Accounts Receivable - SMG	41,135	40,340
Prepaid Expenses	39,428	41,228
Inventory:		
Beer, Liquor and Wine	9,432	6,852
N/A Beverages and Food	7,642	8,773
Total Inventory	<u>17,074</u>	<u>15,625</u>
Total Assets	<u><u>445,602</u></u>	<u><u>565,125</u></u>
LIABILITIES FUND BALANCE		
Payable:		
Trade	42,227	28,997
Due to City (Subsidy)	0	143,368
Sales Tax	18,708	14,365
Total Payables	60,935	186,730
Accrued Wages Payable	20,611	13,288
Unearned Revenue	109,466	76,497
Building Rental Deposits	<u>12,501</u>	<u>18,568</u>
Total Liabilities	203,513	295,083
Fund Balance	49,335	53,367
Marketing Fund Balance	12,200	26,900
Equipment Replacement Fund Balance	49,840	47,541
Concession Improvement Fund Balance	<u>130,714</u>	<u>142,234</u>
Total Fund Balance	242,089	270,042
Total Liabilities and Fund Balance	<u><u>445,602</u></u>	<u><u>565,125</u></u>

Pershing Center

Summary Balance Sheet

August 31, 2003

	Current Year	Prior Year
ASSETS		
Cash on Hand	6,500	6,500
Cash in bank	447,927	573,448
Total Cash	454,427	579,948
Accounts Receivable - Trade	8,222	4,151
Accounts Receivable - TicketMaster	5,283	9,799
Accounts Receivable - SMG	40,340	35,722
Prepaid Expenses	41,228	92,328
Inventory:		
Beer, Liquor and Wine	6,852	10,784
N/A Beverages and Food	8,773	9,192
Total Inventory	15,625	19,976
Total Assets	565,125	741,924
LIABILITIES FUND BALANCE		
Payable:		
Trade	28,997	75,372
Settlement	0	68,697
Due to City (Subsidy)	143,368	198,526
Sales Tax	14,365	25,935
Total Payables	186,730	368,530
Accrued Wages Payable	13,288	16,205
Unearned Revenue	76,497	42,341
Building Rental Deposits	18,568	11,322
Total Liabilities	295,083	438,398
Fund Balance	53,367	53,367
Marketing Fund Balance	26,900	73,896
Equipment Replacement Fund Balance	47,541	31,987
Concession Improvement Fund Balance	142,234	144,276
Total Fund Balance	270,042	303,526
Total Liabilities and Fund Balance	565,125	741,924

Pershing Center

Summary Balance Sheet

August 31, 2002

	Current Year	Prior Year
ASSETS		
Cash on Hand	6,500	6,500
Cash in bank	<u>573,448</u>	<u>510,706</u>
Total Cash	579,948	517,206
Accounts Receivable - Auditorium	4,151	8,135
Accounts Receivable - TicketMaster	9,799	91,511
Accounts Receivable - SMG	35,722	32,499
Prepaid Expenses	92,328	114,959
Inventory:		
Beer, Liquor and Wine	10,784	7,680
N/A Beverages and Food	9,192	9,144
Total Inventory	<u>19,976</u>	<u>16,824</u>
Total Assets	<u><u>741,924</u></u>	<u><u>781,134</u></u>
LIABILITIES FUND BALANCE		
Payable:		
Trade	75,372	29,275
Settlement	68,697	0
Due to City (Subsidy)	198,526	157,519
Sales Tax	25,935	13,690
Total Payables	368,530	200,484
Accrued Wages Payable	16,205	12,636
Unearned Revenue	42,341	173,338
Building Rental Deposits	<u>11,322</u>	<u>45,899</u>
Total Liabilities	438,398	432,357
Fund Balance	53,367	53,367
Marketing Fund Balance	73,896	92,454
Equipment Replacement Fund Balance	31,987	27,956
Marketing Fund Balance - SMG	0	25,000
Concession Improvement Fund Balance	<u>144,276</u>	<u>150,000</u>
Total Fund Balance	303,526	348,777
Total Liabilities and Fund Balance	<u><u>741,924</u></u>	<u><u>781,134</u></u>

PERSHING CENTER
Summary Financial Statements
For the Fiscal Year 2003-2004

	Aug 04 Actual	Aug 03 Actual	Aug 04 Budget	03-04 Actual	02-03 Actual	03-04 Budget	Change from Budget
Revenues:							
Building Rent	24,025	11,010	23,060	257,683	309,685	328,415	70,732
Equipment Rent	5,577	3,746	3,000	41,548	40,134	50,539	8,991
Net Box Office Income	2,402	496	1,450	67,894	100,340	99,890	31,996
Revenue-Reimbursed Exp.	17,113	9,501	21,000	263,876	364,947	385,920	122,044
Self/Co Promotion Revenue	123,598	103,887	122,000	189,009	103,887	130,000	(59,009)
PFMA Revenue	823	476	667	19,762	29,345	34,433	14,671
Novelties Net	4,200	4,200	4,950	28,358	62,921	67,355	38,997
Gross Food & Beverage	178,555	155,121	167,500	703,793	743,679	715,684	11,891
Signage	4,511	2,972	2,258	56,775	35,664	54,379	(2,396)
Video Board Income	20,000	0	26,086	20,000	0	26,086	6,086
Miscellaneous	17	45	250	424	2,423	3,000	2,576
Total Revenues	380,821	291,454	372,221	1,649,122	1,793,025	1,895,701	246,579
Operating Expenses:							
Labor incl. benefits							
Full-time Non-event	63,641	58,204	56,672	662,139	630,836	666,870	4,731
Part-time Non-event	2,512	6,293	8,491	76,721	92,207	101,838	25,117
Total Labor	66,153	64,497	65,163	738,860	723,043	768,708	29,848
Event Expense:							
Part-time Event Staff Expense	41,312	38,070	40,273	197,497	233,258	224,573	27,076
Net Advertising Expense	0	0	0	4,989	5,071	6,000	1,011
Expense - Reimbursed Exp.	124,252	92,829	106,550	357,533	322,726	317,256	(40,277)
Cost of Goods Sold	41,810	34,511	38,356	174,320	169,309	164,658	(9,662)
F & B Expense	28,647	32,089	39,776	183,228	198,774	172,412	(10,816)
Video Board Lease Payment	26,086	0	26,086	26,086	0	26,086	0
Total Event Expense	262,107	197,499	251,041	943,653	929,138	910,985	(32,668)
General & Admin:							
Postage	92	13	500	4,304	3,610	6,000	1,696
Office Supplies	382	508	500	6,164	6,029	6,000	(164)
Printing & Duplicating	277	235	375	1,557	2,447	4,500	2,943
Dues & Membership	300	300	212	2,464	1,470	2,500	36
Telephone	1,182	1,209	1,250	14,171	15,622	15,000	829
Travel & Conferences	536	0	0	13,282	14,739	18,000	4,718
Office Equip. Expense	840	0	288	2,098	2,770	3,500	1,402
Miscellaneous	146	5,211	125	4,447	7,119	1,500	(2,947)
Subtotal	3,755	7,476	3,250	48,487	53,806	57,000	8,513
Operational:							
Utilities	15,816	19,075	17,000	154,512	162,182	159,000	4,488
Supplies	2,326	2,311	3,663	33,428	39,802	44,000	10,572
Uniforms/cleaning	50	147	288	1,134	2,702	3,500	2,366
Insurance	0	7,156	7,667	84,639	79,588	92,000	7,361
Building R & M	0	108	625	8,123	8,296	7,500	(623)
Maint. Contracts	5,264	5,174	5,400	63,096	63,220	68,600	5,504
Vehicle costs	176	130	250	1,439	1,077	3,000	1,561
Equipment Expense	1,166	100	663	1,934	4,371	8,000	6,066
Other Operational Exp	143	109	250	5,551	2,780	6,600	1,049
Subtotal	24,941	34,310	35,806	353,856	364,018	392,200	38,344
Total Exp Before Mgmt Fee	356,956	303,782	355,260	2,084,856	2,070,005	2,128,893	44,037
Oper Income/(Loss) Before Fee	23,865	(12,328)	16,961	(435,734)	(276,980)	(233,192)	202,542
Management Fee	11,426	11,206	11,426	95,977	94,132	112,617	16,640
Equip Replace/Mkt Promo Fund	16,452	14,460	16,745	65,689	72,046	78,304	12,615
Net Oper. Income/(Loss)	(4,013)	(37,994)	(11,210)	(597,400)	(443,158)	(424,113)	173,287
Net Adjusted Operating Income(Loss)	(4,013)	(37,994)	(11,210)	(597,400)	(443,158)	(424,113)	173,287
Transfers from City		120,632		593,368	443,158	424,113	(169,255)
Net After Fees and Transfer	(4,013)	82,638	(11,210)	(4,032)	0	0	

PERSHING CENTER
Summary Financial Statements
For the Fiscal Year 2002-2003

	Aug 03 Actual	Aug 02 Actual	Aug 03 Budget	02-03 Actual	01-02 Actual	02-03 Budget	Change from Budget
Revenues:							
Building Rent	11,010	27,010	12,510	309,685	305,758	302,590	(7,095)
Equipment Rent	3,746	3,673	0	40,134	51,808	46,875	6,741
Net Box Office Income	496	4,756	1,000	100,340	93,705	79,603	(20,737)
Revenue-Reimbursed Exp.	9,501	34,962	7,300	364,947	377,520	327,600	(37,347)
Self/Co Promotion Revenue	103,887	111,115	115,000	103,887	130,378	135,950	32,063
PFMA Revenue	476	1,947	300	29,345	33,106	30,720	1,375
Novelties Net	4,200	15,552	4,200	62,921	79,408	68,069	5,148
Gross Food & Beverage	155,121	193,192	165,000	743,679	742,477	659,210	(84,469)
Signage	2,972	2,972	2,972	35,664	31,341	35,664	0
Miscellaneous	45	191	100	2,423	4,236	4,000	1,577
Total Revenues	291,454	395,370	308,382	1,793,025	1,849,737	1,690,281	(102,744)
Operating Expenses:							
Labor incl. benefits							
Full-time Non-event	58,204	58,440	59,094	630,836	615,640	639,615	8,779
Part-time Non-event	6,293	6,015	6,891	92,207	83,491	82,670	(9,537)
Total Labor	64,497	64,455	65,985	723,043	699,131	722,285	(758)
Event Expense:							
Part-time Event Staff Expense	38,070	41,271	33,448	233,258	214,813	167,669	(65,589)
Net Advertising Expense	0	741	500	5,071	10,589	6,000	929
Expense - Reimbursed Exp.	92,829	119,727	107,345	322,726	374,714	283,510	(39,216)
Cost of Goods Sold	34,511	41,994	37,781	169,309	167,786	151,669	(17,640)
F & B Expense	32,089	33,905	40,390	198,774	189,579	170,402	(28,372)
Total Event Expense	197,499	237,638	219,464	929,138	957,481	779,250	(149,888)
General & Admin:							
Postage	13	29	500	3,610	3,367	6,000	2,390
Office Supplies	508	470	500	6,029	5,722	6,000	(29)
Printing & Duplicating	235	271	375	2,447	3,467	4,500	2,053
Dues & Membership	300	879	212	1,470	2,220	2,500	1,030
Telephone	1,209	989	1,163	15,622	13,534	14,000	(1,622)
Travel & Conferences	0	3,816	0	14,739	17,621	18,000	3,261
Advertising	0	0	0	0	0	0	0
Office Equip. Expense	0	0	288	2,770	2,659	3,500	730
Miscellaneous	5,211	142	125	7,119	1,520	1,500	(5,619)
Subtotal	7,476	6,596	3,163	53,806	50,110	56,000	2,194
Operational:							
Utilities	19,075	17,399	13,000	162,182	144,311	151,000	(11,182)
Supplies	2,311	3,890	3,663	39,802	44,472	44,000	4,198
Uniforms/cleaning	147	150	288	2,702	2,658	3,500	798
Insurance	7,156	4,697	6,656	79,588	56,364	77,769	(1,819)
Building R & M	108	0	625	8,296	7,343	7,500	(796)
Maint. Contracts	5,174	5,092	5,400	63,220	62,406	64,800	1,580
Vehicle costs	130	145	250	1,077	1,093	3,000	1,923
Equipment Expense	100	702	663	4,371	1,388	8,000	3,629
Other Operational Exp	109	64	250	2,780	1,438	3,000	220
Subtotal	34,310	32,139	30,795	364,018	321,473	362,569	(1,449)
Total Exp Before Mgmt Fee	303,782	340,828	319,407	2,070,005	2,028,195	1,920,104	(149,901)
Oper Income/(Loss) Before Fee	(12,328)	54,542	(11,025)	(276,980)	(178,458)	(229,823)	47,157
Management Fee	11,206	10,833	11,206	94,132	94,274	95,550	1,418
Equip Replace/Mkt Promo Fund	14,460	18,600	16,457	72,046	74,261	67,128	(4,918)
Net Oper. Income/(Loss)	(37,994)	25,109	(38,688)	(443,158)	(346,993)	(392,501)	50,657
Net Adjusted Oper. Income/(Loss)	(37,994)	25,109	(38,688)	(443,158)	(346,993)	(392,501)	50,657
Transfers from City	120,632	3,474	118,326	443,158	346,993	392,501	(50,657)
Net After Fees and Transfer	82,638	28,583	79,638	0	0	0	0

PERSHING CENTER
Summary Financial Statements
For the Fiscal Year 2001-2002

	Aug 02 Actual	Aug 01 Actual	Aug 02 Budget	01-02 Actual	00-01 Actual	01-02 Budget	Remaining Budget
Revenues:							
Building Rent	27,010	5,315	27,060	305,758	236,072	330,465	24,707
Equipment Rent	3,673	1,661	4,900	51,808	33,352	51,700	(108)
Net Box Office Income	4,756	1,176	1,800	93,705	65,692	82,878	(10,827)
Revenue-Reimbursed Exp.	34,962	5,511	17,000	377,520	272,374	350,190	(27,330)
Self/Co Promotion Revenue	111,115	109,944	121,000	130,378	137,885	121,000	(9,378)
PFMA Revenue	1,947	229	1,322	33,106	24,719	30,986	(2,120)
Novelties Net	15,552	546	7,000	79,408	48,647	69,769	(9,639)
Gross Food & Beverage	193,192	146,493	204,000	742,477	689,747	712,750	(29,727)
Signage	2,972	2,390	2,972	31,341	24,960	25,080	(6,261)
Miscellaneous	191	890	400	4,236	16,785	12,000	7,764
Total Revenues	395,370	274,155	387,454	1,849,737	1,550,233	1,786,818	(62,919)
Operating Expenses:							
Labor incl. benefits							
Full-time Non-event	58,440	51,257	58,864	615,640	593,815	603,284	(12,356)
Part-time Non-event	6,015	5,786	7,130	83,491	79,636	73,650	(9,841)
Total Labor	64,455	57,043	65,994	699,131	673,451	676,934	(22,197)
Event Expense:							
Part-time Event Staff Expense	41,271	26,142	33,641	214,813	151,859	183,577	(31,236)
Net Advertising Expense	741	(206)	750	10,589	1,297	6,000	(4,589)
Expense - Reimbursed Exp.	119,727	78,139	124,351	374,714	265,588	297,605	(77,109)
Cost of Goods Sold	41,994	33,093	46,751	167,786	143,471	163,983	(3,803)
F & B Expense	33,905	22,493	49,554	189,579	138,384	195,617	6,038
Total Event Expense	237,638	159,661	255,047	957,481	700,599	846,782	(110,699)
General & Admin:							
Postage	29	45	500	3,367	3,947	6,000	2,633
Office Supplies	470	177	500	5,722	5,622	6,000	278
Printing & Duplicating	271	277	375	3,467	3,875	4,500	1,033
Dues & Membership	879	290	212	2,220	1,453	2,500	280
Telephone	989	1,099	1,163	13,534	13,888	14,000	466
Travel & Conferences	3,816	0	0	17,621	8,302	18,000	379
Advertising	0	0	0	0	0	3,500	3,500
Office Equip. Expense	0	0	288	2,659	2,535	3,500	841
Miscellaneous	142	70	125	1,520	1,498	1,500	(20)
Subtotal	6,596	1,958	3,163	50,110	41,120	59,500	9,390
Operational:							
Utilities	17,399	9,414	16,000	144,311	172,994	189,000	44,689
Supplies	3,890	1,045	3,663	44,472	30,664	44,000	(472)
Uniforms/cleaning	150	133	288	2,658	1,308	3,500	842
Insurance	4,697	4,482	4,700	56,364	53,718	56,400	36
Building R & M	0	530	625	7,343	6,004	7,500	157
Maint. Contracts	5,092	5,088	5,587	62,406	62,819	67,000	4,594
Vehicle costs	145	619	150	1,093	3,644	3,000	1,907
Equipment Expense	702	75	663	1,388	7,277	8,000	6,612
Other Operational Exp	64	277	250	1,438	4,202	3,000	1,562
Subtotal	32,139	21,663	31,926	321,473	342,630	381,400	59,927
Total Exp Before Mgmt Fee	340,828	240,325	356,130	2,028,195	1,757,800	1,964,616	(63,579)
Oper Income/(Loss) Before Fee	54,542	33,830	31,324	(178,458)	(207,567)	(177,798)	660
Management Fee	10,833	10,833	10,833	94,274	97,049	137,550	43,276
Equip Replace/Mkt Promo Fund	18,600	14,872	20,637	74,261	69,010	72,652	(1,609)
Net Oper. Income/(Loss)	25,109	8,125	(146)	(346,993)	(373,626)	(388,000)	(41,007)
Net Adjusted Oper. Income/(Loss)	25,109	8,125	(146)	(346,993)	(373,626)	(388,000)	
Transfers from City	3,474	36,481	64,450	346,993	373,626	388,000	
Net After Fees and Transfer	28,583	44,606	64,304	0	0	0	